



LEASE AGREEMENT

This lease agreement ("Lease") is made and entered into this Day day of Month Year, by and between Cloud 7, LLC, 1720 15th Street, Boulder, Colorado 80302 ("Landlord"), and Tenant ("Tenant").

1. **PROPERTY - LEASED PREMISES.** Landlord leases to Tenant the area described as "" located at 1720 15th Street, Boulder, Colorado 80302 ("Building") AKA The Candy Shop. In addition, Tenant will have the non-exclusive right to the use of the common areas of the Building all of which is referred to as the "Leased Premises." Tenant has inspected the Leased Premises and accepts them in the condition that exists as of the date of this Lease.

2. **TERM.** The term of this Lease will commence at 12:01 a.m. on the Day day of Month Year, and unless earlier terminated will end at 11:59 p.m. on the last day of the same calendar month. Following this initial period, the term of this Lease will be month-to-month beginning on the first day of Month Year, and will be automatically renewed for additional periods of one (1) month thereafter until terminated by either party giving ninety (90) days written notice prior to the last day of a rental month.

3. **RENT AND SECURITY DEPOSIT.** Tenant will pay to Landlord, at 1720 15th Street, Boulder, the following as rental for the Leased Premises: The monthly rental price will be Dollar Amount Dollars (Dollar Amount). Said rental amount will be payable in advance on the first day of each month. Landlord may change the monthly rental price by giving Tenant forty (40) days written notice prior to the last day of a rental month. Tenant will pay a sum equal to one month's rent upon the execution of this Lease to be held as security by Landlord throughout the term of this Lease and any extension for the faithful performance of Tenant's obligations. Landlord will have the right to apply all or any portion of the deposit to cure any and all defaults of Tenant, and, in the event that the security deposit or part of it is expended prior to the termination of this Lease, Tenant agrees to promptly reimburse Landlord for any such expenditures. Landlord will return the unused balanced of the security deposit to Tenant, without interest, within thirty (30) days after the termination of this Lease.

4. **UTILITY SERVICES, TAXES AND INSURANCE.** Landlord will provide and pay charges for heat, water, gas, electricity and sewer services used or consumed on the Leased Premises. Landlord will provide a wireless network for internet access, but, due to the potential for problems with such a network, will not be liable to Tenant for any loss incurred when the network is not accessible. Landlord will be responsible for the general real property taxes for the Building and Land. Landlord will have and maintain in effect fire and casualty insurance in an amount determined appropriate by Landlord.

5. **ALTERATIONS, ADDITIONS, AND CHANGES.** Tenant will not in any way alter the Leased Premises without securing prior approval of Landlord in writing for any proposed alteration or addition. Any modifications or renovations made by Tenant with the prior approval of Landlord, or any modifications made by Landlord at Tenant's request, will be removed by Tenant at Tenant's expense, and the Leased Premises returned to Landlord in its original condition, upon the termination of the lease.

6. **PARKING.** There is no parking included as part of the Leased Premises for Tenant, Tenant's agents, clients, visitors. Tenant may be able to obtain a free or reduced price RTD bus pass and/or a City of Boulder parking pass by virtue of this Lease. However, this Lease is not contingent upon any such benefit being available to Tenant. Landlord makes no representation relating to the ability of Tenant to Tenant's agents, clients or visitors to park.

7. **SIGNS.** Tenant will not install or maintain any signs upon the Leased Premises without the prior written approval and consent of Landlord.

8. **CARE OF LEASED PREMISES.** Tenant agrees to maintain the Leased Premises in good condition and repair at Tenant's cost and expense. Tenant further agrees at the end of the term to return the Leased Premises to Landlord in substantially as good condition as when received, except for usual and ordinary wear and tear. Tenant further agrees to be responsible for any repairs and/or maintenance required for any part of the improvements of which the Leased Premises are a part where the repair and/or maintenance is necessitated by actions or inactions of Tenant or Tenant's employees, agents or visitors and/or activities conducted by Tenant on the Leased Premises.

9. **CONTROL OF COMMON AREAS.** Entrances and exits, common areas, and any other facilities furnished by Landlord will at all times be subject to the exclusive control and management of Landlord, and Landlord, has the right from time to time to establish, modify and enforce reasonable written rules and regulations with respect to said areas. Landlord will keep and maintain the exterior of the building, the exterior grounds and all common areas in good repair and condition.

10. **RULES AND REGULATIONS.** Landlord reserves the right to adopt and establish rules and regulations applicable to the Leased Premises and the Land and improvements of which the Leased Premises are a part and from time to time amend or supplement the rules or regulations. Notice of the rules and regulations and amendments and supplements to them will be given to Tenant, and Tenant agrees to comply with and observe the rules and regulations and amendments and supplements to them, provided, however, the same applies uniformly to all tenants.

It is Tenant's responsibility to meet all fire regulations of any governmental unit having jurisdiction over the Leased Premises as those regulations affect Tenant's operations, all at Tenant's sole cost and expense. Tenant further agrees not to install any electrical equipment that overloads any electrical paneling, circuitry or wiring and further agrees to comply with the requirements of Landlord's insurance underwriter or any governmental authorities having jurisdiction.

11. USE OF PREMISES. Tenant will use the Leased Premises for [operation of Company](#). The operation of any other business on the Leased Premises is expressly prohibited. A maximum of [number](#) persons may use the Leased Premises at any time. Tenant will have the right, in common with other tenants in the building, and subject to scheduling on a first come, first serve basis, to use the Building conference room.

Tenant will conform to all present and future laws and ordinances of any governmental authority having jurisdiction over the Leased Premises. Tenant will not allow any accumulation of trash or debris on the Leased Premises or within any portion of the improvements of which the Leased Premises are a part. No storage of any material outside of the Leased Premises will be allowed unless first approved by Landlord in writing. Tenant will not conduct or permit any activity having a tendency to annoy or disturb any occupants of any part of the improvements of which the Leased Premises are a part and/or any adjoining property. Tenant will not smoke or permit smoking by its agents, clients or visitors on any part of the Leased Premises at any time.

12. DEFAULT-REMEDIES OF LANDLORD. If tenant defaults in any payment or in keeping any term of this Lease ("Act of Default"), Landlord's claim against Tenant for the default shall give rise to be a lien on any fixtures, additions, furniture, and the like belonging to Tenant on the Leased Premises. Landlord may, at its option, at any time and from time to time after any Act of Default, relet the Leased Premises or a part of the Leased Premises for the account of Tenant or otherwise, and receive and collect the rents and apply them first to the payment of expenses the Landlord incurred in recovering possession and for putting the same in good order and condition for re-rental, and expense, commissions, and charges paid by Landlord in reletting the Leased Premises. In lieu of reletting the Leased Premises are relet, Tenant may occupy the same or cause the same to be occupied by others. Whether or not the Leased Premises or any part of the Leased Premises are relet, Tenant will pay the Landlord the rent and all other charges required to be paid by Tenant up to the time of the expiration of this Lease or of the recovered possession, as the case may be, and thereafter, Tenant will pay to Landlord until the end of the term of the Lease, the amount of all rent reserved and all other charges required to be paid by Tenant, less the net amount received by Landlord for reletting, if any. In event of any Act of Default by Tenant, and regardless of whether the Leased Premises is relet or possessed by Landlord, and fixtures, additions, furniture, and the like then on the Leased Premises may be retained by Landlord. In the event Tenant is in default under the terms of this Lease and, by the sole determination of Landlord has abandoned the Leased Premises, Landlord will have the right to remove all the Tenant's property from the Lease Premises and dispose of said property in the manner determined best by Landlord, all at the cost and expense of the Tenant and without liability of Landlord for the actions taken. In addition to remedies granted to Landlord by the terms of this Lease, Landlord shall have any and all right and remedies available under the laws of the State of Colorado. No delay or omission of Landlord to exercise any right or power arising from any default will impair any such right or power or will be considered to be a waiver of any such default. The acceptance of rent by Landlord will not be deemed to be a waiver of any breach of any of the covenants under this Lease or of any of the rights of Landlord to any remedies.

13. LEGAL PROCEEDINGS. In the event of any proceeding at law or in equity where Landlord, without being in default, is made a party to any litigation by reason of Tenant's interest in the Leased Premises or, in the event Landlord commences any legal proceedings relating to the Leased Premises and/or Tenant's occupancy of the Leased Premises, Landlord shall receive and Tenant shall be liable for any pay all costs and expenses reasonably incurred by Landlord as a result, including reasonable attorney's fees.

14. INDEMNITY. Tenant hereby agrees to defend, pay, indemnify, and save free and harmless Landlord, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgements of any kind or nature or by or in favor of anyone and from and against any and all costs and expenses, including reasonable attorney's fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly and indirectly, wholly or in part through the use and occupancy by Tenant of the Leased Premises, or by an act or omission or negligence of Tenant or any subtenant or their respective employees, agents or contractors, in, at, upon, or from the Leased Premises.

In case any action or proceeding is brought against Landlord by reason of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act negligence of the Tenant, or of its agents or employees, Tenant upon notice from Landlord will defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

15. ASSIGNMENT OR SUBLETTING. Tenant may not assign the Lease, or sublet the Leased Premises without the prior written consent of Landlord, and any attempted sublease or assignment without consent will be null, void, and without effect.

16. CHANGES AND ADDITIONS TO IMPROVEMENTS. Landlord reserves the right at any time to make alterations or additions to other improvements of which the Leased Premises are a part. Landlord further reserves the right at any time to relocate, vary and adjust the size of any of the common areas.

17. LATE CHARGES AND INTEREST. Landlord will have the right to collect from Tenant, in addition to any other amounts due under this Lease, a monthly collection service charge in the amount of Fifty Dollars (\$50.00) for any payment due to Landlord which is delinquent five days or longer. Any amount due to Landlord not paid when due will bear interest at one and one-half percent (1 1/2%) per month from due date until paid. Payment of late charges or interest will not excuse or cure any default by Tenant under this Lease.

18. MISCELLANEOUS. No modification or extension of this Lease will be binding unless in writing, signed by all of the parties to this Lease. The covenants and agreements under this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors. This Lease may be signed by the parties in duplicate, each of which will be a complete and effective original Lease. The Lease, and all terms of this Lease will be construed consistent with the laws of the State of Colorado. All marginal notations and paragraph headings are for purposes of reference and will not affect the true meaning and intent of the terms of this Lease. Throughout this Lease wherever the words "Landlord" and "Tenant" are used, they will include and imply to the singular, plural, persons both male and female, companies, partnerships and corporations, and in reading this Lease, the necessary grammatical changes required to make the provisions mean and apply as appropriate will be made in the same manner as though

originally included in this lease. If any term, covenant or condition of this Lease is, to any extent, found to be invalid or unenforceable, the remainder of the Lease or the application of such term, covenant and condition of the Lease will be valid and enforced to the fullest extent permitted by law.

19. **GUARANTEE AND FINANCIAL STATEMENTS.** This lease, and Tenant's performance under this Lease, will be personally guaranteed by **Owner**. A current financial statement of Tenant and of any parties guaranteeing this Lease will be provided to Landlord upon the request of Landlord.

The parties have signed this Lease as of the date set forth above.

LANDLORD: Cloud 7, LLC

TENANT: **Company**

Brandy LeMae, Manager

Owner

GUARANTEE

For and in consideration of the execution of the Lease Agreement by the parties and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned, by execution of this instrument, personally guarantees any and all obligations and payments of Tenant.

Owner

Home Address: _____

Driver's License: _____

SS# _____

Four Digit Security Code: _____

Please print your business name as you would like it to appear of the front door (cost \$65):